

Mutual Logistics Support Agreement
Implementing Arrangement USN-RKN-003
Concerning
Submarine Port Services Support
Between
United States Naval Forces, Korea
and
Republic of Korea Navy

ARTICLE I- AUTHORITY

This document is an Implementing Arrangement (IA) as contemplated by Article III, paragraph 2, and defined by Article II, paragraph b, of the Mutual Logistics Support Agreement (MLSA) between the Government of the United States of America and the Government of the Republic of Korea, dated 6 June 1988, as amended (hereinafter referred to as the Basic Agreement), and is subject to all other provisions of that agreement.

ARTICLE II - PURPOSE

The purpose of this IA is to establish procedures and responsibilities for reciprocal Replacement-In-Kind (RIK) provisions of submarine port services support, between the United States Navy (USN) and the Republic of Korea Navy (ROKN), herein known as the "Parties." The following types of submarine port services support may be provided: electrical, pure water, potable water, telephone (to include only hook-up and local official government business phone calls), pilot costs, tug costs, garbage disposal, diesel fuel, oily waste, government berthing, government messing, transportation for crew members between ship and government berthing or for official business, and pier space by the USN and ROKN. This IA is designed to meet the requirements for port services of the parties. To meet these requirements, the parties will provide reciprocal submarine port services support. It is the intent of the parties under this IA to furnish approximately equal amounts and values of port

services to each other on a reciprocal RIK basis. This IA does not address other reciprocal logistics support arrangements.

ARTICLE III - IMPLEMENTATION AUTHORITY AND DESIGNATION OF ORDERING INDIVIDUALS

1. ROK Navy: Authority to place orders and receive support under this IA is delegated to:

COMMANDER SUBMARINE FLOTILLA NINE(CSF9)

CSF 9 will appoint in writing those individuals authorized to initiate and accept orders under this IA.

2. USN: Authority to place orders and receive support under this IA is delegated to:

Commander, Task Force Seven Four

Yokosuka, Japan

CTF 74 will appoint in writing those individuals authorized to initiate and accept orders under this IA.

3. Appointment letters will cite the Basic Agreement and this IA. Copies of all appointment letters will be provided to USFK J-4 (FKJ4-P-G), CNFK (N4) and CTF

74 (N4) for the United States and Commander Submarine Flotilla Nine and to the ROKN for the ROK Navy.

4. Officers appointed to initiate and accept orders under this IA are authorized to sign blocks 15 and 25 of the Mutual Logistics Support (MLS) Order/Receipt, USFK Form 209 EK, Annex A, hereinafter referred to as "MLS Order/Receipt."

ARTICLE IV - GENERAL TERMS AND CONDITIONS

1. The MLS Order/Receipt will be used to document support provided and received as outlined in this IA.

2. Support obtained under this IA may not be retransferred to a third party (or agent thereof) unless approved in writing by the individuals specified in Article III, Paragraphs 1 and 2 and this approval authority may not be delegated.

ARTICLE V - SPECIFIC RESPONSIBILITIES

1. A request for port services under this IA will be initiated as follows:

a. The party requesting support will prepare a Mutual Logistics Support Order/Receipt (USFK Form 209EK) completed IAW Annex A. The USFK FORM 209EK will be used by the Parties to execute the transfer of services IAW the terms of this IA and conditions contained herein.

b. The USFK Form 209EK will be forwarded to the Operations Officer or other official designated by the supplying party to accept requests for MLS at the ports listed in Article V, paragraph 3 below, from which the port services support is desired. Requests will be provided at least 14 days in advance, if possible, and will include the anticipated dates of arrival and departure and the specific port service support requested.

c. Port Operations Officer or other designated official will respond expeditiously to requests from the other party for port services support. If the requested support cannot be provided, the request will be returned to the other party with a written statement that the support cannot be provided. If the requested support can be provided, the party providing the requested support will make additional entries on the USFK Form 209EK verifying that the support will be provided and return copies to requesting party in accordance with Annex A.

d. The procedures of approval for support requesting, and for request accepting will be controlled by each nation's internal laws and regulations.

e. Support commitments will be binding when blocks 15 and 25 of the USFK FORM 209EK are signed. If unforeseen difficulties preclude performance of support, the party requesting support will be notified without delay.

- f. Any changes, supplementary requests, or additional items of support becoming necessary will be coordinated as soon as possible between ROKN and the USN. Such changes will be documented as a modification to the applicable USFK Form 209EK prior to the providing of support.
2. Once the transaction is completed and the USFK FORM 209EK has been appropriately annotated indicating that the support has been provided, one copy of the completed USFK Form 209EK will be forwarded to Programs Branch, J4, ATTN. FKJ4-P-G, APO AP 96205-0009.
3. Ports at which port service support will be provided are United States Naval Activities Guam, United States Naval Submarine Base Pearl Harbor Hawaii, and Chinhae Naval Base. Port service support may be provided at additional ports by mutual agreement.

ARTICLE VI - REIMBURSEMENT PROCEDURES

1. The method that each party will use to comply with its reciprocal support obligation under this IA will be Replacement-In-Kind (RIK). If replacement in kind is not provided within 12 months, the RIK transaction will be converted to a reimbursable transaction and will be governed by Article III, paragraph 4 of the Basic Agreement.

2. The party requesting the port services support will prepare a USFK Form 209EK IAW Annex A. The USFK Form 209EK will be used by the Parties to execute the transfer of services IAW the terms and conditions of this IA.

ARTICLE VII - DISAGREEMENTS

1. Executive Agents:

- a. The executive agent for the United States Navy for all matters affecting the terms and conditions of this IA will be the Commander, Task Force Seven Four.

- b. The executive agent for the Republic of Korea Navy for all matters affecting the terms and conditions of this IA will be Commander Submarine Flotilla Nine.

2. Under Article V, paragraph 1 of the Basic Agreement, the executive agents agree to make a good faith effort to resolve any disagreements between them with respect to the interpretation or application of this Implementing Arrangement. Resolution will be by negotiation, and disagreements will not be referred to an international tribunal or third party for settlement.

3. Matters not addressed in this IA will be resolved through appropriate channels.

ARTICLE VIII - LANGUAGE

This IA is executed in two originals in the English language and two originals in the Korean language, each text being equally authentic.

ARTICLE IX - ENTRY INTO FORCE, REVIEW, AMENDMENTS, TERMINATION

1. Entry into force. This IA shall enter into force on the date of the last signature below.

2. Review. This IA shall be reviewed annually during the anniversary month to determine if changes should be made. Approximately one year prior to the projected expiration of this IA, the Parties will consult with each other regarding the extension or termination of this IA.

3. Amendments. This IA may be amended in writing at any time by mutual consent of the Parties.

4. Termination.

a. This IA will remain in force for a period of five (5) years from the date of entry into force, or until the termination of the Basic Agreement, whichever comes first.

b. This IA may be earlier terminated by mutual agreement or by either Party giving not less than 180 days written notice of termination. This IA may also be terminated immediately by either Party if the Party in arrears fails to settle an overdue account.

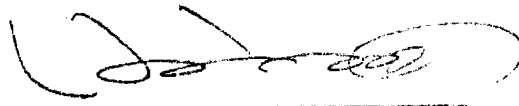
c. In the event of termination, the parties will reconcile all accounts within three months after the date of termination. Settlement of these accounts will be completed not later than six months after the date of termination.

Two (2) Annexes:

A- USFK Form 209EK - Explanation of Entries

B- Limitations on the Scope of Mutual Logistics Support Definitions

FOR THE REPUBLIC OF KOREA NAVY



RADM KIM, HYEOK SOO ROKN

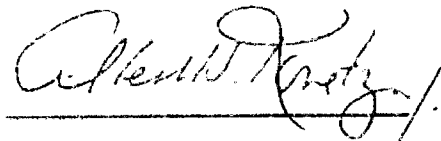
COMMANDER,

SUBMARINE FLOTILLA 9

JAN 26, 1997

CHINHAE, KOREA

FOR THE UNITED STATES NAVY



RADM A. H. KONETZNI USN

COMMANDER,

TASK FORCE 74

26 January 1997

YOKOSUKA, JAPAN

**Annex A to the Mutual Logistics Support Implementing Arrangement USN-RKN-003
Concerning Port Services Support Between U.S. Navy and ROK Navy**

Annex A

USFK Form 209EK - Explanation of Entries

- | | |
|-----------------------------|---|
| 1. Request No. | Inserted by supplier. |
| 2. Date of Request | Self-explanatory. |
| 3. From | Person/unit submitting request. |
| 4. To | Self-explanatory. |
| 5. IA Number | USN-RKN-003 |
| 6a. Fund Cite | Leave blank with a RIK transaction. |
| 6b. Requested Delivery Date | Self-explanatory. For services, it is the beginning date. |
| 7. Stock No. | Identification of the supply item. |
| 8. Description | Abbreviated description; detailed listing or description of services may be attached. |
| 9. Units | Applicable only to acquisitions or transfer of supplies. |
| 10. Quantity requested | Self-explanatory. |
| 11. Quantity delivered | Self-explanatory. |
| 12. Unit price | Self-explanatory. |

**Annex A to the Mutual Logistics Support Implementing Arrangement USN-RKN-003
Concerning Port Services Support Between U.S. Navy and ROK Navy**

- | | |
|--------------------------------------|---|
| 13. Total unit cost | Self-explanatory |
| 14. Issuing Individual | Official of supplying nation who issues/provides the supplies or services. |
| 15. Authorizing Officer | Official who has authority to requisition supplies or services. |
| 16. Method of Payment | Replacement-In-Kind |
| 17. Schedule for RIK/Exchange | Specify the date by which RIK/Exchange will be made, not to exceed 12 months. |
| 18. Total amount claimed | Total of all items in the currency of supplying nation |
| 19. Payable to | Leave blank. |
| 20. To be forwarded to | Leave blank. |
| 21. Liability Limitation | If a cost is not known, this is the "not to exceed" (NTE) amount. |
| 22. Received, Inspected and Accepted | Individual authorized by the receiving nation to accept supplies or services. |
| 23. Place of Delivery | Location and unit where item(s) will be received. |
| 24. Remarks/Transaction Codes | Codes are for U.S. Army use only. |

**Annex A to the Mutual Logistics Support Implementing Arrangement USN-RKN-003
Concerning Port Services Support Between U.S. Navy and ROK Navy**

25. Authorizing Lending Officer Official of supplying nation authorized the transaction.

Distribution of Forms: Each Party will distribute copies of the completed MLS
Order/ Receipt Form IAW internal procedures. Minimum distribution requirements
are:

- a. One copy will be forwarded to the supplying Party.
- b. One copy will be returned to the requesting Party.
- c. One copy will be forwarded to HQ USEK, J4, ATTN: FKJ4-P-G, Unit
#15237, APO AP 96205-0010.

**Annex B to the Mutual Logistics Support Implementing Arrangement USN-RKN-003
Concerning Port Services Support Between U.S. Navy and ROK Navy**

Annex B

Limitations On The Scope Of Mutual Logistic Support

1. The following items may not be acquired or transferred by the U.S. under the Mutual Logistic Support Implementing Arrangement:
 - a. Weapon systems;
 - b. Major items of equipment;
 - c. The initial quantities of replacement parts and spares for major items of organizational equipment covered by tables of organization and equipment, tables of distribution and allowance, or equivalent documents;
 - d. Cooperative airlift;
 - e. Guided missiles;
 - f. Naval mines and torpedoes;
 - g. Nuclear ammunition and associated items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;

**Annex B to the Mutual Logistics Support Implementing Arrangement USN-RKN-003
Concerning Port Services Support Between U.S. Navy and ROK Navy**

- h. Cartridge and propellant-actuated devices;
- i. Chaff and chaff dispensers;
- j. Guidance kits for bombs or other ammunition;
- k. Chemical ammunition, other than riot control.

2. There is also a not-to-exceed value set on end items as defined under the Trade Agreements Act of 1979. The value on the date this IA was signed was \$172,000.

3. Other specific items may be excluded from acquisition or transfer by U.S. or ROK law, directive or policy.